

no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision.

13. **LIMIT OF AUTHORITY.** Except as provided in this Agreement, it is agreed that neither party is in any way the legal representative or agent of the other party for any purpose whatsoever. Neither party has the right or authority to assume or create any obligation of any kind, expressed or implied, on behalf of the other party.
14. **NONEXCLUSIVITY.** This Agreement shall not be exclusive to [REDACTED] but instead may be offered by Hormel Foods to other qualified, like-situated producers in Hormel Foods' buying area.
15. **SUCCESSOR RESPONSIBILITY.** Any assignment, sale or transfer of [REDACTED] interests in its hog farming operation must include notice to the assignee that the assignment/transfer is subject to the terms and conditions of the Long-Term Hog Procurement Agreement with Hormel Foods, and a copy of this Agreement shall be provided to the assignee. The obligations of this provision shall also apply with equal force to the transfer of [REDACTED] interests to his or her heirs, whether as a result of death, disability or for any other reason.
16. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement among the parties and supersedes any prior oral or written agreement or understanding between them with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a writing signed by both of the parties.
17. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.
18. **AUTHORIZATION.** [REDACTED] represents and warrants to Hormel Foods that [REDACTED] has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The undersigned individual executing this Agreement on behalf of [REDACTED] certifies that he is duly authorized to execute this Agreement on behalf of [REDACTED].
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one document.
20. **PERSONAL GUARANTY.** All obligations of [REDACTED] under this Agreement shall be personally guaranteed by all of the shareholders of [REDACTED] and by [REDACTED], each of whom must execute and deliver to Hormel Foods a Guaranty of Performance substantially in the form attached hereto as Exhibit C.

IN WITNESS WHEREOF, the parties have executed the Agreement effective the day and year first above written.

HORMEL FOODS CORPORATION
"HORMEL FOODS"

By: [REDACTED]

By: [REDACTED]